

ORIGINAL

UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
FILED

2010 FEB 23 AM 11:04  
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Patent Compliance Group, Inc.,  
Relator,

v.

Hunter Fan Co.,  
Defendant.

JURY TRIAL DEMANDED

Case No. #38511

**8-10CV0359-P**

**COMPLAINT FOR FALSE MARKING**

*Qui tam* relator Patent Compliance Group, Inc. ("Patent Compliance Group"), for its Complaint against Defendant Hunter Fan Co. ("Defendant"), alleges, based on its own personal knowledge with respect to its own actions and based upon information and belief with respect to all others' actions, as follows:

**BACKGROUND**

1. This is an action for false patent marking under Title 35, Section 292, of the United States Code.
2. Defendant has violated 35 U.S.C. § 292(a) by marking unpatented articles with the purpose of deceiving the public. More specifically, Defendant has, with the purpose of deceiving the public:
  - (i) marked products with patents that have expired and, therefore, do not and cannot cover the marked products; and
  - (ii) marked products with patents having a scope which does not cover the marked products.
3. The marking and false marking statutes exist to give the public notice of patent rights. Congress intended the public to rely on marking as a ready means of discerning the status

of intellectual property embodied in an article of manufacture or design. Federal patent policy recognizes an important public interest in permitting full and free competition in the use of ideas which are, in reality, a part of the public domain.

4. False patent marking is a serious problem. Acts of false marking deter innovation and stifle competition in the marketplace. If an article that is within the public domain is falsely marked, potential competitors may be dissuaded from entering the same market. False marks may also deter scientific research when an inventor sees a mark and decides to forego continued research to avoid possible infringement. False marking can cause unnecessary investment in design around or costs incurred to analyze the validity or enforceability of a patent whose number has been marked upon a product with which a competitor would like to compete. Furthermore, false marking misleads the public into believing that a patentee controls the article in question (as well as like articles), externalizes the risk of error in the determination, placing it on the public rather than the manufacturer or seller of the article, and increases the cost to the public of ascertaining whether a patentee in fact controls the intellectual property embodied in an article. In each instance where it is represented that an article is patented, a member of the public desiring to participate in the market for the marked article must incur the cost of determining whether the involved patents are valid and enforceable. Failure to take on the costs of a reasonably competent search for information necessary to interpret each patent, investigation into prior art and other information bearing on the quality of the patents, and analysis thereof can result in a finding of willful infringement, which may treble the damages an infringer would otherwise have to pay. False markings may also create a misleading impression that the falsely marked product is technologically superior to previously available ones, as articles bearing the term "patent" may be presumed to be novel, useful, and innovative.

5. The false marking statute explicitly permits *qui tam* actions. By permitting members of the public to sue on behalf of the government, Congress allowed individuals to help control false marking.

6. Patent Compliance Group, on its own behalf and on behalf of the United States, seeks an award of monetary damages of not more than \$500 for each of Defendant's violations of 35 U.S.C. § 292(a), one-half of which shall be paid to the United States pursuant to 35 U.S.C. § 292(b).

#### **THE PARTIES**

7. Patent Compliance Group is a Texas corporation with its principal place of business at 4223 Buena Vista Street, Suite 4.

8. Patent Compliance Group exists to conduct all lawful business, including but not limited to enforcing the false marking statute.

9. Patent Compliance Group represents the United States and the public, including Defendant's existing and future competitors.

10. Defendant is a Delaware corporation with its principal place of business at 2500 Frisco Ave., Memphis, TN 38114.

11. Defendant regularly conducts and transacts business in Texas, throughout the United States, and within the Northern District of Texas, itself and/or through one or more subsidiaries, affiliates, business divisions, or business units. Defendant can be served with process through any of its agents including officers or directors or its registered agent, National Registered Agents, Inc., 16055 Space Center, Suite 235, Houston, TX, 77062.

### **JURISDICTION AND VENUE**

12. This Court has exclusive jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

13. This Court has personal jurisdiction over Defendant. Defendant has conducted and does conduct business within the State of Texas. Defendant, directly or through subsidiaries or intermediaries, offers for sale, sells, marks and/or advertises the products that are the subject of this Complaint in the United States, the State of Texas, and the Northern District of Texas.

14. Defendant has voluntarily sold the products that are the subject of this Complaint in this District, either directly to customers in this District or through intermediaries with the expectation that the products will be sold and distributed to customers in this District. These products have been and continue to be purchased and used by consumers in the Northern District of Texas. Defendant has committed acts of false marking within the State of Texas and, more particularly, within the Northern District of Texas.

15. Venue is proper in this District pursuant to 28 U.S.C. §§ 1391(b)-(c) and 1395(a), because (i) Defendant's products that are the subject matter of this cause of action are advertised, marked, offered for sale, and/or sold in various retail stores and/or on the Internet in this District; (ii) a substantial part of the events or omissions giving rise to the claim occurred in this District; and (iii) Defendant is subject to personal jurisdiction in this District, as described above.

16. Patent Compliance Group brings this action under 35 U.S.C. § 292(b), which provides that any person may sue for civil monetary penalties for false patent marking.

### **FACTS**

17. Patent Compliance Group incorporates by reference the foregoing paragraphs as if fully set forth herein.

18. Defendant is a large, sophisticated company with approximately 450 employees.

19. Defendant has, or regularly retains, sophisticated legal counsel.

20. Defendant has decades of experience applying for patents, obtaining patents, and/or litigating in patent infringement lawsuits.

21. Defendant knows that a patent expires; an expired patent cannot protect any product; a patent does not cover any product that is not within the scope of its claims; a patent claiming methods of manufacturing does not cover the products that are the result of such manufacturing; and that a patent found invalid does not cover any product.

22. Each false marking on the products identified in this Complaint is likely to, or at least has the potential to, discourage or deter persons and companies from commercializing competing products.

23. Defendant's false marking of its products has wrongfully quelled competition with respect to such products thereby causing harm to Patent Compliance Group, the United States, and the public.

24. Defendant has wrongfully and illegally advertised patent monopolies which it does not possess and, as a result, has benefited by maintaining a substantial market share with respect to the products referenced in this Complaint.

25. United States Patent No. 4,071,745 (the "'745 patent"), titled *Programmable Time Varying Control System and Method*, was filed on March 4, 1977, was issued by the United States Patent and Trademark Office (the "USPTO") on January 31, 1978, and expired, at the latest, on March 4, 1997. (See Ex. A.)

26. United States Patent No. 4,200,910 (the “910 patent”), titled *Programmable Time Varying Control System and Method*, was filed on January 30, 1978, was issued by the USPTO on April 29, 1980, and expired, at the latest, on January 30, 1998. (See Ex. B.)

27. United States Patent No. 4,771,392 (the “392 patent”), titled *Programmable Time Varying Control System and Method*, was filed on March 31, 1980, was issued by the USPTO on September 13, 1988, and expired, at the latest, on January 31, 1995. (See Ex. C.)

28. United States Patent No. 4,881,686 (the “686 patent”), titled *Temperature Recovery Display Device for an Electronic Programmable Thermostat* was filed on October 13, 1988, was issued by the USPTO on November 21, 1989, and expired, at the latest, on October 13, 2008. (See Ex. D.)

29. United States Patent No. 4,911,358 (the “358 patent”), titled *Temperature Recovery System for an Electronic Programmable Thermostat* was filed on November 29, 1988, was issued by the USPTO on March 29, 1990, and expired, at the latest, on November 29, 2008. (See Ex. E.)

30. United States Patent No. 4,967,382 (the “382 patent”), titled *Programmable Time Varying Control System and Method*, was filed on January 9, 1987, was issued by the USPTO on October 30, 1990, and expired, at the latest, on October 30, 2007. (See Ex. F.)

31. United States Patent No. 5,012,973 (the “973 patent”), titled *Window Air Conditioning Unit having a Built-In Programmable Thermostat with Remote Temperature Sensor*, was filed on October 7, 1988, was issued by the USPTO on May 7, 1991, and expired, at the latest, on October 7, 2008. (See Ex. G.)

32. United States Patent No. 5,038,851 (the “851 patent”), titled *Electronic Programmable Thermostat for a Heating and Cooling System with an Oscillation Control*

*Mechanism*, was filed on October 13, 1988, was issued by the USPTO on August 13, 1991, and expired, at the latest, on October 13, 2008. (See Ex. H.)

33. United States Patent No. D317,267 (the “267 patent”), titled *Electronic Programmable Thermostat*, was issued by the USPTO on June 4, 1991 and expired, at the latest, on June 4, 2005. (See Ex. I.)

34. United States Patent No. D317,875 (the “875 patent”), titled *Electronic Programmable Thermostat*, was issued by the USPTO on July 2, 1991 and expired, at the latest, on July 2, 2005. (See Ex. J.)

35. Because the ’745, ’910, ’392, ’686, ’358, ’382, ’973, ’851, ’267, and ’875 patents (collectively the “Expired Patents”) are expired, any product or method once covered by the claims of the Expired Patents is no longer protected by the patent laws of the United States with respect to those claims. When the Expired Patents expired, their formerly protected property entered the public domain. All monopoly rights in the Expired Patents terminated irrevocably and all products marked with an Expired Patent after expiration were not “patented.”

36. Despite the fact that the claims of the Expired Patents are no longer afforded patent protection, Defendant has and continues to mark certain products with one or more of the Expired Patents. Specifically, Defendant has and continues to mark the following thermostat models with the indicated Expired Patents:

- *Heat/Cool* Thermostat (Model No. 40135) - ’382 patent;
- *Electronic* Thermostat (Model No. 40135) - ’358, ’382, and ’851 patents;
- *Electronic* Thermostat (Model No. 40170) - ’358, ’382, and ’851 patents;
- *Just Right* Thermostat (Model No. 42999) - ’382 patent;
- *Set & Save* Thermostat (Model No. 44110) - ’745, ’910, ’392, ’686, ’358, ’382, ’973, ’851, ’267, and ’875 patents;
- *Set & Save* Thermostat (Model No. 44260) - ’382 patent;
- *Set & Save* Thermostat (Model No. 44360) - ’745, ’910, ’392, ’686, ’358, ’382, ’973, ’851, ’267, and ’875 patents;
- *Auto Saver* Thermostat (Model No. 44660) - ’358, ’382, and ’851 patents;

- *Easy Saver* Thermostat (Model No. 44860) -'358, '382, and '851 patents;

(See , e.g., Exhibit K).

37. The products listed in the previous paragraph shall be collectively referred to as the "Patent Expired Products."

38. Defendant knows that the Expired Patents do not cover the Patent Expired Products.

39. Alternatively, because all monopoly rights in the Expired Patents have terminated, Defendant cannot have any reasonable belief that the Patent Expired Products are covered by one or more of the Expired Patents.

40. Defendant intended to and has deceived the public by marking the Patent Expired Products with one or more of the Expired Patents after expiration.

41. Before expiration, the '973 patent covered or protected, by way of a property right: (i) a room air conditioning system comprising, *inter alia*, an individual air conditioning unit and a programmable thermostat that has a second ambient temperature sensing mode utilizing a second temperature sensor means selectively coupled to said programmable thermostat for sensing the ambient temperature of the predetermined volume of space at a location remote from said programmable thermostat; (ii) a programmable thermostat comprising, *inter alia*, a second ambient temperature sensing mode utilizing a second temperature sensor means selectively coupled to said programmable thermostat for sensing the ambient temperature of the predetermined volume of space at a location remote from said programmable thermostat; and (iii) a thermostat for controlling the on/off switching of an individual air conditioning unit, said thermostat comprising, *inter alia*, second temperature sensor means for sensing the ambient



temperature of the predetermined volume of space at a location remote from said programmable thermostat (the “Scope of the ’973”).

42. Despite the fact that the claims of the ’973 patent cover only Scope of the ’973, Defendant marked (or caused to be marked) the following products that are clearly out of the scope of the ’973 patent: (i) *Set & Save* Thermostat (Model No. 44110); and (ii) *Set & Save* Thermostat (Model No. 44360) (the “Out of Scope ’973 Products”). While the actual scope of the ’973 patent is governed (and the Scope of the ’973 is further narrowed) by the complete set of claim limitations, the limitations that are listed as the Scope of the ’973 demonstrate that the Out of Scope ’973 Products do not practice the ’973 patent.

43. Defendant knew that the ’973 patent does not cover the Out of Scope ’973 Products.

44. Alternatively, because the ’973 patent unmistakably does not cover the Out of Scope ’973 Products, Defendant cannot have any reasonable belief that the Out of Scope ’973 Products are patented or covered by the ’973 patent.

45. Defendant intended to deceive the public by marking (or causing to be marked) the Out of Scope ’973 Products with the ’973 patent.

46. Before expiration, the ’267 patent only covered or protected, by way of patent property right, an ornamental design for an electronic programmable thermostat as depicted in the figures of the ’267 patent (the “Scope of the ’267”)(*See*, Ex. I).

47. Despite the fact that the claims of the ’267 patent cover only the Scope of the ’027, Defendant marked (or caused to be marked) at least the following products that are out of the scope of the ’267 patent: (i) *Set & Save* Thermostat (Model No. 44110); and (ii) *Set & Save* Thermostat (Model No. 44360) (the “Out of Scope ’267 Marked Products”). The figures of the

'267 patent, which define the Scope of the '267 patent demonstrate that the Out of Scope '267 Products clearly do not practice the '267 patent.

48. Defendant knew that the '267 patent does not cover the Out of Scope '267 Marked Products.

49. Alternatively, because the '267 patent unmistakably does not cover the Out of Scope '267 Marked Products, Defendant cannot have any reasonable belief that the Out of Scope '267 Marked Products are patented or covered by the '267 patent.

50. Defendant intended to deceive the public by marking (or causing to be marked) the Out of Scope '267 Marked Products with the '267 patent.

51. Before expiration, the '875 patent only covered or protected, by way of patent property right, an ornamental design for an electronic programmable thermostat as depicted in the figures of the '875 patent (the "Scope of the '875")(See, Ex. J).

52. Despite the fact that the claims of the '875 patent cover only the Scope of the '027, Defendant marked (or caused to be marked) at least the following products that are out of the scope of the '875 patent: (i) *Set & Save* Thermostat (Model No. 44110); and (ii) *Set & Save* Thermostat (Model No. 44360) (the "Out of Scope '875 Marked Products"). The figures of the '875 patent, which define the Scope of the '875 patent demonstrate that the Out of Scope '875 Products clearly do not practice the '875 patent.

53. Defendant knew that the '875 patent does not cover the Out of Scope '875 Marked Products.

54. Alternatively, because the '875 patent unmistakably does not cover the Out of Scope '875 Marked Products, Defendant cannot have any reasonable belief that the Out of Scope '875 Marked Products are patented or covered by the '875 patent.

55. Defendant intended to deceive the public by marking (or causing to be marked) the Out of Scope '875 Marked Products with the '875 patent.

**COUNT I**  
**(FALSE MARKING WITH EXPIRED PATENTS)**

56. Patent Compliance Group incorporates the foregoing paragraphs by reference as if fully set forth herein.

57. Defendant marked the Patent Expired Products with one or more of the Expired Patents.

58. Defendant marked the Patent Expired Products with one or more of the Expired Patents after the Expired Patents expired and the monopoly rights to the claims formerly protected by the Expired Patents terminated.

59. Defendant knew or reasonably should have known that marking the Patent Expired Products with one or more of the Expired Patents after the Expired Patents expired violated Federal patent marking laws which authorize marking only existing and enforceable patent or patent pending claims on a "patented" article.

60. Defendant intended to deceive the public by marking the Patent Expired Products one or more of the Expired Patents after the Expired Patents expired.

61. Defendant's actions are in violation of 35 U.S.C. § 292.

**COUNT II**  
**(FALSE MARKING WITH OUT OF SCOPE PATENTS)**

62. Patent Compliance Group incorporates the foregoing paragraphs by reference as if fully set forth herein.

63. Defendant falsely marked the Out of Scope '973, '267 and '875 Products with the '973, '267 and '875 patents despite the fact that scope of the respective scopes of '973, '267 and '875 patents do not cover the Out of Scope '973 '267 and '875 Products.

64. Defendant knew or reasonably should have known that marking the Out of Scope '973 '267 and '875 Products with the '973, '267 and '875 patents violated Federal patent marking laws which authorize marking only existing and enforceable patent or patent pending claims on a "patented" article.

65. Defendant intended to deceive the public by marking the Out of Scope '973 '267 and '875 Products with the '973 '267 and '875 patents.

66. Defendant's actions are in violation of 35 U.S.C. § 292.

#### **PRAYER FOR RELIEF**

Patent Compliance Group requests the Court, pursuant to 35 U.S.C. § 292, to:

- A. Enter judgment against Defendant and in favor of Patent Compliance Group for the violations alleged in this Complaint;
- B. Enter an injunction prohibiting Defendant, and its officers, directors, agents, servants, employees, attorneys, licensees, successors, and assigns, and those in active concert or participation with any of them, from violating 35 U.S.C. § 292;
- C. Order Defendant to pay a civil monetary fine of up to \$500 per false marking "offense," one-half of which shall be paid to the United States and one-half of which shall be paid to Patent Compliance Group;
- D. Enter a judgment and order requiring each Defendant to pay Patent Compliance Group prejudgment and post-judgment interest on the damages awarded;
- E. Order Defendant to pay Patent Compliance Group's costs and attorney fees; and
- F. Grant Patent Compliance Group such other and further relief as it may deem just and equitable.

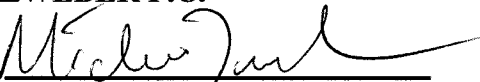
**JURY DEMAND**

Patent Compliance Group, pursuant to Federal Rule of Civil Procedure 38(b), hereby demands a trial by jury on all issues so triable.

Dated: February 23, 2010

Respectfully submitted,

**ZWEBER P.C.**

By: 

Michael C. Zweber  
Texas State Bar No. 24003236  
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4223 Buena Vista St., Suite 4  
Telephone: 214-507-0508  
Fax: 214-252-0205  
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**ATTORNEY FOR RELATOR  
PATENT COMPLIANCE GROUP, INC.**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

Patent Compliance Group

(b) County of Residence of First Listed Plaintiff Dallas County, TX  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Zweber P.C., 4223 Buena Vista, Ste. 4, Dallas, TX (214) 507-0508

**DEFENDANTS**

Hunter Fan Company

County of Residence of First Listed Defendant

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

RECEIVED, TN

FEB 23 2010

CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                        | DEF                        |   | PTF                        | DEF                        |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input checked="" type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
			<b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes

**V. ORIGIN**

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

35 U.S.C. § 292

Brief description of cause:

Qui Tam action for false marking

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No**VIII. RELATED CASE(S) (See instructions) PENDING OR CLOSED:**

JUDGE

DOCKET NUMBER

DATE  
02/22/2010

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_